



# CONTRACT

THIS AGREEMENT is entered into as of the 1st day of January, 2007 by and between Indiana Assessment Service, (Contractor) with its principal address located at 1611 Main St., Rochester, Indiana 46975-2621, and St. Joseph County, (Client) with its principal address located at 227 W Jefferson St., Room 307, South Bend, Indiana 46601-1830.

In consideration of Client retaining Indiana Assessment Service (IAS) to provide real property assessment consulting and technical assistance service for Client, it is agreed as follows:

- (1) **TERMS OF AGREEMENT:** - IAS real property assessment consulting and technical assistance service will provide real property assessment assistance to the Client. The Client agrees that IAS provides consultation and technical assistance on request. Both parties further agree that IAS real property assessment consultation shall not exceed 330 (three hundred and thirty) hours of consultation service time within the stipulated contract period. The contract period is January 1, 2007 to December 31, 2007.

The following fee shall apply:

The fee is \$52,800.00 (Fifty Two Thousand and Eight Hundred Dollars)\*.

*\*NOTE: This is an annual fee which is billed in 12 (twelve) equal monthly payments. On the first day of each month, IAS will submit a monthly billing invoice to the Client. The amount stipulated on the monthly billing invoice will be due within 45 (forty-five) days from the date of the billing invoice. If services are completed prior to the end of the stipulated contract period, Contractor will submit final billing invoice to include the entire sum of the remaining fees due the Contractor.*

- (2) **DESCRIPTION OF SERVICE:** - The Client hereby retains IAS, under the provisions of the contractual agreement, to perform the following real property assessment consulting and technical assistance services:

**2a) TELEPHONE CONSULTING SERVICE:** - IAS provides the local assessing official with real property assessment consulting and technical assistance by answering technical and procedural real property assessment questions. IAS technical support uses the Indiana Code (Title 6 - Taxation), the Indiana Real Property Assessment manuals (1989 and 1995 Regulation 17), the Department of Local Government Finance Instructional bulletins and directives, the county land valuation order, and Indiana Tax Court decisions.

**2b) ON SITE SERVICE PROVIDED TO COUNTY AND TOWNSHIP ASSESSING OFFICIALS:** - IAS provides on site real property assessment consultation and technical assistance to assist the local assessing official in working out difficult real property assessment problems that can not be resolved over the telephone.

IAS provides on site real property assessment consultation and technical assistance to assist the local assessing official with reviewing difficult assessment issues under appeal. Real property assessment appeals are filed on Form 133, Form 130, or Form 131. IAS will assist the assessor in analyzing issues under appeal. IAS's goal is to assist in correcting the assessment locally. If the petitioner is not satisfied with the local assessment and appeals that assessment to either the Property Tax Assessment Board of Appeals (PTABOA) or the Department of Local Government Finance (DLOF), IAS will assist the local assessing official, creating the county evidence file for the hearing(s). When necessary, IAS will provide expert testimony.

*NOTE: All on site real property assessment consultation and technical assistance must be scheduled in advance. The local assessing official must contact IAS to schedule appointment times and dates.*

**2c) ON SITE SERVICE PROVIDED TO ASSESSING OFFICIALS SERVING ON THE PROPERTY TAX ASSESSMENT BOARD OF APPEALS:** - IAS will provide real property assessment consultation and technical assistance to the assessing officials serving as members of the PTABOA, assisting them in their review of difficult assessment issues under appeal. IAS will assist the PTABOA members with developing requests for needed support evidence, assist in developing a record of the hearing, and assist in writing the PTABOA finding and final assessment determination. Upon request, IAS will act as special hearing officer for PTABOA on complicated issues.

**2d) DESCRIPTION OF ON SITE SERVICE:** The entire contractual agreement shall be under the direction of the County Assessor, or their designee, as contract representative. On site means at either the Township or County Assessor's office. Indiana Assessment Service (IAS) will provide complete on-site technical-instructional assistance as required by the Township Assessor's or County Assessor or their staff(s) of St. Joseph County, Indiana. On-site assistance is not limited to the consultation provisions as set forth within sections 2, 2b, 2c, or 5 of the 1998 Indiana Assessment Service contract.

IAS technical-instructional services include, but are not limited to the following:

- Township Assessor/County Assessor Land Valuation Processes
- Interim (non-reassessment) real and or personal property assessment processes
- Reassessment related problems
- Appeal processes
- Assessment provisions enacted by the Indiana General Assembly
- Assessment provisions adopted by the Department of Local Government Finance

- (3) **FAILURE TO USE SERVICE:** - If the Client does not use all of their annual service time, IAS is not required to refund monies or adjust the annual fee.
- (4) **EXTENDING ASSESSMENT CONSULTING SERVICE:** - If all of the Client's service time has been used prior to the end of the stipulated contract period, the Client may extend service at an additional cost. The basis of the additional cost of extended service is to be calculated from the service fees established under the provisions of this contract. The base fee of \$160.00 per hour may be used in increments of fifteen minutes at a fee of \$40.00.
- (5) **ENTRY AND WORKSPACE:** - The Client agrees to supply temporary workspace area (free of charge) to IAS agents. The temporary workspace area shall be located within the local assessing official's office. Temporary workspace area is provided to IAS on a short-term basis, to the extent needed, to fulfill any obligations for the Client.
- (6) **TERMS AND CONDITIONS:** - It is understood that IAS shall, at all times, have complete control over the services of its personnel while working under this contractual agreement, and expressly reserves the right to control the manner, means and details to ensure performance of services, as well as the ends to be accomplished. It is also understood that Client shall not solicit any IAS agent(s) for employment. If Client fails to comply with this contractual provision, and hires the IAS agent as Client's employee, the Client agrees to pay IAS the entire gross annual amount of that IAS employee's total annual gross salary\* as compensation to IAS for employee loss.
- \*NOTE: Total annual gross salary will be determined using IAS's current record of gross annual salary for that IAS employee.*
- (7) **CONFIDENTIAL INFORMATION:** - The parties have determined that certain needed information from the Client to the Contractor is confidential in nature. The Client upon marking the needed information as "Confidential" limits the use of that information by the Contractor. Contractor may use "Confidential" information of Client only for the purpose of this contractual agreement, and shall protect such "Confidential" information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Contractor may disclose "Confidential" information received hereunder only for the purpose of providing evidence to defend an assessment to county or state assessing authorities. Contractor may disclose "Confidential" information received hereunder to Contractor's attorney. No other disclosure of "Confidential" information is permitted. Client assumes all risks, known or unknown, incident to Contractor use of "Confidential" information, and Contractor shall have no liability of any kind to Client or any third party arising out of such use.
- (8) **DEFAULT:** - If Client shall fail to pay payment when due, or perform any term hereof, after not less than seven (7) days written notice of such default given in the manner required by law, the Contractor, at his option, may terminate all services described within this contract, unless Client, within said time, shall cure such default.
- In the event of default of payment by Client, Contractor may elect to (a) continue the contract in effect and enforce all his rights and remedies hereunder, including the right to recover the payment(s) as they become due, or (b) at any time terminate all of the Client's rights hereunder and recover from the Client all damages he may incur by reason of the breach of the contract, including the cost of all future unpaid contractual payments, the cost of recovering all future unpaid contractual payments, the Contractor's loss of income to cover the amount of time spent to enforce this provision, and the Contractor's reasonable incurred attorney fees.
- (9) **WAIVER:** - Failure of Contractor to enforce any term hereof shall not be deemed a waiver, nor shall any acceptance of a partial payment be deemed a waiver of the Contractor's right to the full amount thereof.
- (10) **SEVERABILITY:** - If any provision or clause of this contract or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of the contract which can be given effect without the invalid provision of application, and to this end the provisions of this contract are declared to be severable.
- (11) **ATTORNEY FEES:** - In any legal action brought by the Contractor to enforce the terms hereof, the Contractor shall be

entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

- (12) **TERMINATION OF THIS ENTIRE AGREEMENT:** - Termination of this entire agreement may be made by either party, with 30 days written notice. Written notice must be given by certified mail. The remaining annual fee, which is due the Contractor from the Client, is to be paid in full on the date of contract termination, unless termination is for cause, in which case the remainder of the annual fee shall not be due.
- (13) **NOTICES:** - Any notice which either party may give, or is required to give, may be given by mailing the same, postage prepaid, to the Client at the address shown below or to the Contractor at the address shown below, or at such other places as may be designated by the parties from time to time.
- (14) **INDEPENDENT CONTRACTOR AGREEMENT:** - It is understood that the Contractor executes this agreement as an independent contractor and is not an employee of the Client.
- (15) **ENTIRE AGREEMENT:** - The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following attachment(s) and rider(s), if any, have been made a part of this agreement before the parties' execution hereof: \_\_\_\_\_

Dated this the 9<sup>th</sup> day of January, 2007.

Board of Commissioners of the County of St.

Joseph

Print Client Name

227 W Jefferson St., Room 307

Client Principal Address

South Bend, Indiana 46601-1830

City/State/ZIP Code

574-235-9523

Client Telephone Number

County Commissioner Signature

County Commissioner Signature

County Commissioner Signature

Attest:

Edward J. Bisch for Indiana Assessment

Service

Print Contractor Name

Signature

President

Title

1611 Main St.

Contractor Principal Address

Rochester, IN 46975-2621

City/State/ZIP Code

574-223-4777

Contractor Telephone

 **COPY**

### MODEL CONTRACT FOR ANNUAL ADJUSTMENTS

This contract is entered into this 15<sup>th</sup> day of September, 2007, by and between the St. Joseph County Assessor and Township Assessors of St. Joseph County, Indiana, hereinafter referred to as the "Assessors", and Appraisal Group, Inc. of 922 E. Jefferson Blvd., South Bend, Indiana 46617, hereinafter referred to as "Contractor".

#### **RECITALS**

- A. The Assessors have determined that they should employ the Contractor as a technical advisor pursuant to the provisions of IC 6-1.1-4-17 for the purpose of completing annual adjustments as required by IC 6-1.1-4-4.5 and 50 IAC 21;
- B. The Assessors wish to contract with the Contractor and the Contractor is willing to be contracted by the Assessors;
- C. The Contractor is a Professional Appraiser as the term is defined in IC 6-1.1-4-17(c) and IC 6-1.1-31.7;
- D. This Contract is subject to the provisions of 50 IAC 15, and Contractor will comply with the provisions of 50 IAC 15 in connection with this Contract; and
- E. The Assessors have by majority vote, taken in accordance with the procedures recommended by the Department of Local Government Finance (hereinafter referred to as the "Department") for the application of IC 6-1.1-4-17, determined to enter this Contract.

#### **AGREEMENT**

In consideration of the premises, mutual covenants and obligations of the parties, the Assessors and Contractor agree as follows:

##### **1. Incorporation of Recitals**

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement.

##### **2. Duties of the Contractor.**

- (a) The Contractor shall provide technical assistance to the Assessors in connection with the determination of annual adjustments to real property in St. Joseph County for the Assessment Year of 2006, as requested and assigned by the

authorized designate of the Assessors, under the terms and provisions of this Contract, in accordance with and furtherance of all rules governing annual adjustments and the assessment of real property promulgated by the Department of Local Government Finance, and all other applicable laws, statutes, ordinances, or administrative rules.

(b) The class(es) of property to be reviewed by the Contractor under this Contract are limited to Commercial, Industrial, Office and Residential.

(c) For the class(es) of property listed in paragraph 2(b) of this Agreement the Contractor will consult with the Assessors regarding:

- (1) Perform ratio studies using the methods or combination of methods acceptable under the Standard on Ratio Studies published by the International Association of Assessing Officials ("IAAO") or other acceptable appraisal methods approved by the Department.
- (2) Use a valuation date of January 1 of the year preceding the year of the assessment date.
- (3) Use verified sales of properties occurring within two (2) calendar years preceding the relevant valuation date in performance of the ratio studies.
  - a. Sales occurring before or after the assessment date shall be trended if appropriate, in accordance with the IAAO standard and the time adjusted sales price shall become the basis for all ensuing analysis.
  - b. If available sales data is insufficient to satisfy the IAAO standard, the Contractor may use sales from earlier or more recent time periods, or both, by adjusting and time trending the sales data as described in the IAAO standard.
  - c. If the Contractor determines that there are insufficient commercial and/or industrial improved property sales in order to determine an annual adjustment factor the Contractor shall review one (1) or more of the following to derive an annual adjustment factor:
    - i. Marshall and Swift cost and depreciation tables from the first quarter of the calendar year preceding the assessment date.
    - ii. Income data, rental data, market value appraisals, and other relevant evidence derived from appeals of the most recent assessment date and adjusted, as applicable, to the January 1 of the year preceding the assessment date.
    - iii. Commercial real estate reports.
    - iv. Governmental studies.
    - v. Census data.
    - vi. Multiple listing services (MLS) data.
    - vii. The independent study performed by the Indiana Fiscal Policy Institute.

- viii. Other information or data to determine an annual adjustment factor.
- (4) Review all neighborhood delineations for the specified class(es) of property established for the most recent assessment date to determine if any adjustments or alterations are desirable.
  - (5) Review all land values for the specified class(es) of property established for the most recent assessment date to determine if any modifications are needed in order to promote uniform and equal assessments.
  - (6) Review ratio studies for each listed property class and examine the coefficient of dispersion and price related differential to determine if an annual adjustment factor should be applied and determine the appropriate annual adjustment factor if required.
  - (7) After any annual adjustment factor is applied, the Contractor shall complete an additional ratio study and provide the results of the ratio study to the Assessors in the manner and format specified in 50 IAC 14-5-1 through 50 IAC 14-5-3.
  - (8) Notify the Contract Representative, designated under paragraph 7 of this Agreement, if any ratio study reveals a coefficient of dispersion and/or price related differential that is outside the appropriate ranges set in 50 IAC 21-11-1 and recommend appropriate actions to address any identified irregularities in accordance with the procedures set forth in 50 IAC 21.
  - (9) Conduct any required stratifications and perform ratio studies for each strata until the Contractor determines the properties that are causing a coefficient of dispersion and/or price related differential that is outside of the acceptable range and then make necessary refinements to the valuation for all similar situated properties.

### 3. Consideration

The Assessors shall pay the Contractor as follows:

A fee not to exceed \$12,000/month or \$48,000 in full payment for the complete performance of all duties, responsibilities and activities set out in this Contract and on the work plan mutually agreed to under paragraph 8 of this Agreement to be attached as Exhibit A.

### 4. Term of Contract.

The Contractor shall commence work under this Contract within 7 days of the date of execution of this Contract.

(a) The Contractor shall complete all work to be performed under this Contract, other than assistance required in regard to an appeal filed under IC 6-1.1-15, before December 31, 2006 unless adjusted to a date that is mutually agreed upon by the parties.

**5. Professional Appraiser Certification; Contract Void on Revocation.**

- (a) The Contractor must be certified as a "professional appraiser" under IC 6-1.1-31.7 in order to enter into this Contract. The Contractor represents and warrants that he/she is certified as a "professional appraiser" under IC 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "professional appraiser" under IC 6-1.1-31.7 through the term of this Contract.
- (b) In accordance with IC 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract if the Contractor's certification as a "professional appraiser" under IC 6-1.1-31.7 is revoked.

**6. Contract Representative.**

The Assessors shall designate a Contract Representative to serve as the primary contact person under the Contract and notify the Contractor of the designation before October 1, 2006.

**7. Work Plan.**

Before October 15, 2006 the Contractor shall deliver to the Contract Representative a work plan that shows a schedule for the completion of work under the Contract. The work plan is subject to approval by the Assessors. The Contractor and Contract Representative must agree to a work plan within ten days of its submission to the Contract Representative. The work plan shall ensure that all values generated by any form of annual adjustment under this Agreement will be completed before such values are required by the Department in order to set tax rates. Upon approval of a work plan, it shall become Exhibit A and become a part of this Contract by this reference.

**8. Contract Reports and Monitoring.**

The Assessors may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The Assessors may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.

**9. Time and Manner of Payment.**

The Contractor shall be paid as follows:

At the end of each month, the Contractor shall submit a claim for payment for work done under the Contract during that month. The amount of each monthly payment is subject to approval by the Contract Representative, and is subject to full compliance with all other obligations under this Contract. Approval shall be based on the monthly progress reports submitted by the Contractor and on the Contract Representative's inspection of the Contractor's assessment records. Payment shall be made to the Contractor within 15 days after approval by the Contract Representative.

If all work is not completed under this Contract by the completion date specified in paragraph 5 of this Agreement or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments will be suspended at that time until all work has been satisfactorily completed and approved by the Contract Representative and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within 15 days after that approval by the Contract Representative.

#### 10. Penalties.

Payments due under this Contract shall be reduced by the amount of \$100.00 per business day that any part of the review by the Contractor remains incomplete after any due date specified under this Contract.

#### 11. Responsibilities.

The final determination of the appropriate adjustment factors and assessed values are and shall remain the responsibility of the Assessors.

#### 12. Non-Discrimination.

Pursuant to IC 22-9-1-10, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

#### 13. General Provisions.

- (a) This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the Assessors and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set



forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

- (b) No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing this Contract, or their successors in office. The failure of either party at any time or times to require performance of any provisions of this agreement shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.
- (c) In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- (d) This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.
- (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that this Contract is not binding upon a successor to the elected office of an undersigned Assessor without the successor's prior written consent, nor can the rights, duties, and privileges of the Contractor under this contract be transferred, sublicensed or assigned by it, either in whole or in part, without the prior written consent of the Assessors.

#### 14. Delays.

Whenever the Contractor or the Assessors have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within seven days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

In the event of a delay by the Department of Local Government Finance, Legislative action or court rulings, the Assessor reserves the right to re-negotiate all terms of the Contract including costs.

#### 15. Termination.

The Assessors may terminate this Contract, if they determine that the Contractor has failed to make satisfactory progress toward performance. In such case, the Assessors will transmit a written Notice of the Default and termination to the Contractor 15 days prior to the proposed termination date, and the Contractor shall be given 15 days in which to remedy the condition which has caused the Termination Notice, or suffer termination.

The Contractor shall continue Contract performance to the extent not terminated under the provisions of the above paragraph and shall be compensated for its performance pursuant to an agreement of the parties.

In the event the Assessors terminate this Contract, in whole or in part as provided in this section, the Assessors may procure, upon such terms and in such manner as they may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the Assessors for any excess costs for such similar services, provided, however, the amount of the performance bond, if any, retained by the Assessors shall be deducted in determining the excess costs.

#### **16. Appeals.**

If an assessed value and/or annual adjustment factor recommended by the Contractor is appealed to any reviewing body, the Contractor or its employee or representative shall, if at least 7 days notice is given to the Contractor, appear at any hearing scheduled on the appeal of the parcel to explain its calculations and defend the recommendation. A fee of \$100.00 per hour shall be paid to the Contractor for services rendered in connection with the assistance on the appealed parcel over and beyond the above stated Non-Consecutive Person Days. This duty of the Contractor shall terminate when all appeals have been resolved.

#### **17. Independent Contractor**

In the performance of this Contract, Contractor will be acting in an individual capacity and not as an agent, employee, partner, joint venturer or associate of the Assessors. The employees or agents of the Contractor shall not be deemed or construed to be the employees or agents of the Assessors for any purpose whatsoever.

#### **18. Liability.**

The Contractor agrees to indemnify, defend, and hold harmless the Assessors and their townships and county, and all agents, officers and employees of those townships and that county, from all claims and suits including, court costs, attorney's fees, and other expenses, caused by any act or omission of the Contractor and/or its subcontractors, in connection with this Contract.

#### **19. Subcontracting.**

The Contractor must obtain the prior written approval of the Contract Representative before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials.

If subcontractors are used, the Contractor is responsible for contract performance, compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

**20. Force Majeure.**

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

**21. Maintaining a Drug-Free Workplace.**

Contractor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Assessors within ten (10) days after receiving actual notice that an employee of the Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.

In addition to the provisions of the above, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by Contractor in conjunction with this Contract and which is appended as an Attachment to this Agreement.

It is further expressly agreed that the failure of Contractor to in good faith comply with the terms of the above, or falsifying or otherwise violating the terms of the certification referenced above shall constitute a material breach of this Contract, and shall entitle the Assessors to impose sanctions against Contractor including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of Contractor from doing further business with the County for up to three (3) years.

**22. Confidential Nature of Appraisal Data**

The Contractor shall assure that no individual on the Contractor's staff shall disclose any appraisal information to any individual, firm or corporation other than appropriate public officials and their authorized agents. Any data, which is to be released, shall be provided to the Assessors who shall provide for its release. However, the Department of Local Government Finance and the Legislative Services Agency shall have unrestricted access to the Contractor's work product under this Agreement.

**23. Identification.**

All field personnel involved with the completion of this Agreement shall carry identification cards, which will include a photograph of the individual and the County

Assessor's signature. All automobiles used by field personnel shall be marked appropriately and registered with County Sheriff's office, with local police departments located within the county, and with the County Assessor's office.

#### **24. Work Product Delivery.**

The Contractor shall be responsible for the delivery of the following products to the Assessors at the completion or termination of this Agreement:

- (1) Documentation of procedures used throughout the reassessment program;
- (2) any and all training materials and manuals used to train the Contractor's staff;
- (3) all field worksheets for each parcel of real property;
- (4) all maps and/or other information provided for the Contractor by the Assessors;
- (5) all information gathered, created, or reviewed for the verification of sales disclosure; forms, neighborhood delineations, land values, and/or any time adjustments to sales prices; and
- (6) all ratio studies and supporting documentation.

#### **25. Contractor Employees – Project Manager.**

The Contractor shall assign by name an Indiana Certified General Appraiser as project manager. The assigned Indiana Appraiser shall be: Bernard F. Diedrich and the current contact information for the assigned person is: Philip C. Krause.

#### **26. Office Space.**

The Assessors shall not be responsible for providing the Contractor with office space in connection with the execution of this contract. All furnishings, equipment, supplies, and telephone shall be supplied by the Contractor.

#### **27. Insurance and Worker's Compensation.**

The Contractor shall carry automobile, public liability and worker's compensation insurance in the amounts as follows:

<u>Type</u>	<u>Coverage</u>	<u>Amount</u>
Errors & Omissions		\$1 million
Liability Performance Bond		

A certificate from an insurance carrier authorized to do business within the State of Indiana shall be furnished to the Contract Representative attesting to the coverage stated above. The Contractor shall indemnify and hold the County Assessor, the County, its officers and all employees harmless from all claims, demands, payments, suits, actions, recovery and judgments of every kind and description brought or recovered against it by reason of any act or omission of the Contractor, its agents, or employees in the execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers this 28<sup>th</sup> day of Sept., 2006.

St Joe County:

By: \_\_\_\_\_ [signature] David Weiskopf  
DAVID WEISKOPF (name printed) County, County Assessor

\_\_\_\_\_ Township:

By: \_\_\_\_\_ [signature] Michael E. Greengard  
Michael E. Greengard (name printed) Harris, Township Assessor

Harris Township:

By: \_\_\_\_\_ [signature] Greg Boer  
Greg Boer (name printed) Penn, Township Assessor

Centre Township:

By: \_\_\_\_\_ [signature] Marcy Mangum  
Marcy Mangum (name printed) Centre, Township Assessor

\_\_\_\_\_ Township:

By: \_\_\_\_\_ [signature] R. Gail Bullock  
R. Gail Bullock (name printed) Geenon, Township Assessor

\_\_\_\_\_ Township:

By: \_\_\_\_\_ [signature] Ann C. Connors  
Ann C. Connors (name printed) Clay, Township Assessor

\_\_\_\_\_ Township:

By: \_\_\_\_\_ [signature] Rosemary B. Mondini  
Rosemary B. Mondini (name printed) Bridge, Township Assessor

\_\_\_\_\_ County

By: \_\_\_\_\_ [signature] Cynthia A. Bode  
Cynthia A. Bode (name printed) \_\_\_\_\_, Commissioner

By: \_\_\_\_\_ [signature] Steve Ross  
Steve Ross (name printed) \_\_\_\_\_, Commissioner

By: \_\_\_\_\_ [signature] Mark Dobson  
Mark Dobson [name printed] \_\_\_\_\_, Commissioner

ATTESTED:

\_\_\_\_\_[signature] \_\_\_\_\_  
\_\_\_\_\_[name printed] \_\_\_\_\_, County Auditor

APPROVED:

\_\_\_\_\_ County Council:

By: \_\_\_\_\_ [signature] \_\_\_\_\_  
\_\_\_\_\_[name printed] \_\_\_\_\_, President

APPROVED:

\_\_\_\_\_ County Attorney:

By: \_\_\_\_\_ [signature] \_\_\_\_\_  
\_\_\_\_\_[name printed] \_\_\_\_\_

PROFESSIONAL APPRAISER: [Legal Name of Company]

By: Patricia S. Reinhold, President, The Appraisal Group Inc.  
[name and title printed]

WITNESSED:

Dianne Rider  
(signature)

Dianne Rider  
(name printed)

## EXHIBIT A

The contract calls for payment of a fee not to exceed \$12,000 per month or \$48,000, to complete the assignment based on the following hourly rates:

License Held	Hourly Rate
Certified General Appraiser	\$ 100.00
Level II Assessor/Appraiser	\$ 100.00
Certified Residential Appraiser	\$ 75.00
Licensed Residential Appraiser	\$ 60.00
Commercial Trainee Appraiser	\$ 50.00
Secretarial	\$ 25.00
Field Person	\$ 20.00

In addition to other expenses described herein, reimbursable expenses will be:

Travel Expenses	\$0.42/mile
Long Distance Phone Calls	Actual cost
Reproduction of Materials	\$0.10/page
Fees charged by third parties for accounting	
Services, legal fees, and	
Computer technical services	Actual cost